

Railbike Purchase Agreement for Railbikes Manufactured by Railbike Tours, Inc.

I, _____ purchasing railbike(s) from Railbike Tours, Inc. (RTI), agree to the following conditions of sale:

1. Railbike(s) purchased from RTI shall be used **ONLY** on rail for which the rider(s) has (have) **permission** from the controlling entity or owner of the right of way as set forth in the waiver of liability and indemnity statement below.
2. Permission shall be obtained by _____ before riding **ANY** rail, including, but not limited to:
 - a. Inactive rail
 - b. Abandoned rail
 - c. Seasonally used rail
 - d. Active rail
3. Such permission shall be obtained according to any and all rules and conditions required by the entity/person(s)/controlling the right of way.
4. While riding rail shall follow all rules and conditions required by the owner(s)/entity/person(s) controlling the right of way.
5. This purchaser shall not use RTI railbike(s) for any commercial use without a written agreement from RTI.

Waiver of Liability:

1. I, _____, well knowing and appreciating the risk and danger assumed by him/her when using railroad property owned by any person/company/corporation or other entity, and understanding that RTI has no authority of any kind to grant permission to use such property, hereby assumes all risk and waives any claim arising from any injury to him/her (including death) or loss or damage to his/her property occurring while or resulting from being on or about such railroad property, right of way, premises, rolling stock, or structures while using railbike(s) from RTI; the undersigned representative of _____, or _____ for any persons, their executors or administrator assigns and his/her heirs at law and next of kin, hereby releases and forever discharges RTI, for injury to him/her (including death) and loss and damage to his/her property occurring or arising while or resulting from being on or about said right of way, premises, structures, motive power or rolling stock.

INDEMNITY AGREEMENT

I _____, hereby unconditionally agrees to indemnify RTI, its officers, directors, employees, agents, and members against any and all liability, loss, costs, damages, fees of attorneys, loss of funds advanced and other expenses which the undersigned may sustain or incur in consequence of the undersigned, and/or his/her family, officers, employees, and friends from the use of any above mentioned railroad property, including, but not limited to, sums paid in respect of liabilities incurred in connection with claims, suits, or judgements resulting from the undersigned's use of the above mentioned railroad property as aforesaid.

I, _____, have read and understand this agreement.

Signature

Date: _____

Notary please affix seal below.